

Purpose of Application

Pursuant to FCC staff request, Applicants are hereby filing this amendment to the pending assignment application, LMS File No. 0000185565, to insert Assignor's signatory information – which did not appear in the LMS database version of original application after filing due to a technical issue with the LMS filing system. As demonstrated by the as-filed copy of the original application attached hereto, Assignor's signatory information was properly inserted and appeared in the application when it was filed.

No other changes to the application are being made herein.



Licensing and Management System

Applications (/dataentry/secure/applications.html) Authorizations (/dataentry/secure/authorizations.html)

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FAQ (/dataentry/api/download/faq)

Assignments

Application Submitted

Download Reference Copy (../api/download/draftcopy/FX/25076ff37ee285cb017ee5a0f7310339)

Your application has been submitted for processing.

- Please pay any fees associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

Lead File Number: 0000185565
Lead Call Sign: W278AM
Facility ID: 87023
Application Purpose: Assignment of Authorization

Status: Pending
Date Submitted: 03/01/2022

Fees, Waivers, and Exemptions

Exempt from FCC Application Fees? Yes

Assignor Information

Name: TRIAD FAMILY NETWORK, INC.
Title:

Address: 1249 TRADE STREET
WINSTON SALEM, NC 27101
United States

Phone: +1 (336) 777-1008
Email: phil@wbj.org

Contact Representatives

Name: Philip Thomas Watson
Title:

Address: 1249 Trade Street
Winston-Salem, NC 27101
United States

Phone: +1 (336) 777-1008
Email: phil@wbj.org

Assignee Information

Name: Delmarva Educational Association
Title:

Address: 3780 Will Scarlet Road
Winston-Salem, NC 27104
United States

Phone: +1 (336) 765-7438
Email: jonathan@jacksonville.radio

Contact Representatives

Name: Davina S Sashkin
Title:

Address: 1050 Connecticut Avenue, NW
Suite 1100
Washington, DC 20036
United States

Phone: +1 (202) 861-1759
Email: dsashkin@bakerlaw.com

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Federal Communications Commission
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Washington, DC 20554

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Website Policies & Notices
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FOIA (https://www.fcc.gov/general/foia-0)
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Accessibility
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Wireline (<https://www.fcc.gov/wireline-competition>)
Offices (<https://www.fcc.gov/offices-bureaus>)



(REFERENCE COPY - Not for submission)

Assignments

Lead File Number: **0000185565** | Submit Date: **03/01/2022** | Lead Call Sign: **W278AM** | FRN: **0001938083**
Service: **FM Translator** | Purpose: **Assignment of Authorization** | Status: **Pending** | Status Date: **03/01/2022** | Filing Status: **Active**

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	No

Fees, Waivers, and Exemptions

Section	Question	Response
Fees	Is the applicant exempt from FCC application Fees?	Yes
	Indicate reason for fee exemption:	NCE station.
Waivers	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	

Assignments Type

Question	Response
Is this application a pro forma Assignment of Authorization?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Assignment Voluntary or Involuntary:	

Authorizations to be Assigned

Selected Call Signs				
Call Sign	Facility ID	File Number	Service	City, State
W278AM	87023	0000185565	FX	SEDALIA, NC

Assignment Questions

Question	Response
Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)?	No
Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the assignor and assignee qualify for the Tribal Priority in all respects?	

LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

Assignor Information

Assignor Name, Type, and Contact Information

Assignor	Type	Address	Phone	Email	FRN
TRIAD FAMILY NETWORK, INC.	Not-for-Profit	1249 TRADE STREET WINSTON SALEM, NC 27101 United States	+1 (336) 777-1008	phil@wb fj.org	0001938083

Assignor Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Philip Thomas Watson Triad Family Network, Inc.	1249 Trade Street Winston-Salem, NC 27101 United States	+1 (336) 777-1008	phil@wb fj.org	President

Assignor Legal Certifications

Section	Question	Response
Agreements for Sale /Transfer of Station	Assignor certifies that: (i) it has placed in Assignor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Assignor and Assignee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes
	If the transaction is involuntary, the Assignor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which assignor or any party to the application has an attributable interest.	N/A
Character Issues	Assignor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application or (b) any pending broadcast application in which character issues have been raised	Yes

Changes in Interest Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	

Parties to the Application (0)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
Empty					

Parties to the Application Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	N/A

Assignee Legal Certifications

Section	Question	Response
Agreements for Sale	Assignee certifies that: (a) the written agreements in the Assignee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Assignee or any party to the application has an attributable interest.	N/A
Broadcast Incubator Program	Is the proposed facility the subject of an incubation proposal or a 'reward' waiver request under the Commission's Broadcast Incubator Program?	No
Multiple Ownership	Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?	N/A
	Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.	N/A
	Assignee certifies that the proposed assignment: (1) does not present an issue under the Commission's policies relating to media interests of immediate family members; (2) complies with the Commission's policies relating to future ownership interests; and (3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.	Yes

	<p>Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds</p> <p>(1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or</p> <p>(2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or</p> <p>(3) More than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p>	No
	Does this assignment include a grandfathered cluster of stations?	No
	<p>Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p> <p>A) An Eligible Entity (as defined in Item 6d, above).</p>	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	
	NCE Diversity of Ownership Points. Does the assignee or any party to the application have an attributable interest in an NCE FM or NCE TV station received through the award of "diversity of ownership" points in the point system analysis?	N/A
	If 'Yes,' the assignee certifies that (1) its attributable NCE FM or NCE TV station has been on the air for at least four years; and/or (2) none of the proposed assigned stations overlap the principal community contour of the NCE FM or NCE TV station received through the award of diversity points in the point system analysis (see 47 CFR Section 73.7005(c)).	
Acquisition of Control	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	
Character Issues	<p>Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <p>(a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or</p> <p>(b) any pending broadcast application in which character issues have been raised.</p>	Yes

Adverse Findings	Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Financial Qualifications	Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	Yes
Program Service Certification	Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	Yes
Auction Authorization	Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	N/A
Equal Employment Opportunity (EEO)	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	N/A

Assignee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	
8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

Rebroadcast Certifications for

Question	Response
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W278AM

For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	Yes
Primary station proposed to be rebroadcast; facility ID:	73156
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	No
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	Yes

Assignee
Certification

Section	Question	Response
General Certification Statements	Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignee certifies that neither the Assignee nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	<p>Nancy Epperson <i>President</i></p> <p>03/01/2022</p>

Assignor Certification

Section	Question	Response
General Certification Statements	Assignor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignor certifies that neither the Assignor nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

Authorized Party to Sign	FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application. WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	Philip T Watson <i>President</i> 03/01/2022

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
<u>Assignee- Gift Agreements Exhibit.pdf</u>	Applicant	Assignee Legal Certifications	Assignee- Gift Agreements Exhibit	Done with Virus Scan and/or Conversion
<u>W278AM - Assignment Application - Rebroadcast Certifications.pdf</u>	Applicant	All Purpose	W278AM - Assignment Application - Rebroadcast Certifications	Done with Virus Scan and/or Conversion
<u>W278AM Gift Agreement EXECUTED.pdf</u>	Applicant	Assignor Legal Certifications	W278AM - Gift Agreement	Done with Virus Scan and/or Conversion

Agreements

A copy of the Gift Agreement pertaining to the transaction detailed in the instant Assignment of License Application has been attached hereto by Assignor.

Rebroadcast Certification

Following the closing of the assignment of FM translator station W278AM, Sedalia, North Carolina (Facility ID No. 87023) (“W278AM”), to Delmarva Educational Association (“Delmarva”), W278AM shall serve as a fill-in translator for AM broadcast station WKEW, Greensboro, North Carolina (Facility ID No. 73156) (“WKEW”). WKEW is licensed to Truth Broadcast Association (“Truth”). Delmarva’s principal, Stuart Epperson, Jr., has an attributable interest in Truth.

W278AM’s rebroadcast of WKEW’s signal is permissible pursuant to Section 74.1232(d) of the Commission’s rules (47 C.F.R. § 74.1232(d)) because: (1) W278AM operates on an unreserved channel; (2) Delmarva and Truth have entered into a rebroadcast consent agreement for the rebroadcast of WKEW’s signal by W278AM; and (3) W278AM was authorized by a license or construction permit in effect as of May 1, 2009 (*See* CDBS File No. BLFT-19980127TC (granted June 9, 1998)).

GIFT AGREEMENT

THIS GIFT AGREEMENT (this "Agreement") is made on this 26 day of January 2022, by and between Triad Family Network, Inc., a North Carolina corporation (hereinafter referred to as "Licensee"), and Delmarva Educational Association, a Virginia nonstock corporation (hereinafter referred to as "Donee"). The Licensee and Donee are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Licensee desires to convey all rights, title, and interest in and to substantially all of the assets of broadcast radio station W278AM (FM), operating on 103.5 MHz, and serving the community of Sedalia, North Carolina (FCC Facility ID No. 87023) (the "Station"), subject to the terms and conditions stated herein; and

WHEREAS, Donee desires to receive and own the Station and its assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the "FCC"); and

WHEREAS, affiliated entities of Licensee will agree to sell to Donee certain land and improvements thereupon that are used by Licensee in the operation of the Station (the "Land and Tower Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Subject to the prior approval of the FCC, Licensee agrees to transfer, assign, convey, and deliver to Donee, and Donee agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following:

- (a) all licenses, construction permits, authorizations or other rights of any kind issued or granted by the FCC to Licensee with respect to the Station (collectively, the "FCC Licenses") listed in Schedule 1(a);
- (b) all of the broadcast equipment of the Station (the "Equipment") listed in Schedule 1(b);
- (c) all intangible property of the Station ("Intangible Property") listed in Schedule 1(c);
- (d) all FCC files and records pertaining to the Station ("FCC Records"); and
- (e) goodwill associated with the Station and its past operation.

The schedules as identified in the foregoing are attached hereto and made a part hereof. The FCC Licenses, Equipment, Intangible Property, FCC Records, and goodwill are sometimes collectively referred to in this Agreement as the "Donated Assets." Donee assumes no liabilities, debts, or obligations, including without limitation, for Station's personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Licensee. Donee assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt or obligation of Licensee, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

2. **GIFT.** Subject to the prior approval and consent of the FCC, Licensee agrees to convey the Donated Assets to Donee as a gift and, as such, will not require any form of payment from Donee in exchange for that gift, provided, that Donee shall perform the covenants and obligations contained herein. Donee, at its cost, shall engage one or more qualified appraisers, acceptable to both Donee and Licensee, to appraise the value of the Donated Assets (the "Appraisal Value") and may seek a charitable donation deduction to the extent allowable under the Internal Revenue Code of 1986, as amended (the "Code"), based upon such Appraisal Value. Donee shall render reasonable cooperation to Licensee with respect to Licensee's claim of a charitable donation deduction by provision of any required documentation in connection therewith to confirm the delivery of the Donated Assets to Donee.

3. **LICENSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**
Licensee hereby covenants, represents and warrants to Donee as follows:

- (a) The FCC Licenses are in full force and effect, and the Station operates in material compliance with the FCC Licenses, the rules and regulations of the FCC, and applicable laws of the State of Georgia and federal laws.
- (b) Licensee is aware of no litigation, proceeding, or investigation whatsoever pending or threatened against or relating to Licensee, its business, or the Donated Assets to be transferred hereunder, and knows of no reason why the FCC Licenses would not be renewed in the ordinary course;
- (c) Licensee has good marketable title to all owned Donated Assets;
- (d) Licensee will convey said Donated Assets to Donee in "as is" condition of such assets on the Closing Date and, except as expressly set forth in this Agreement, makes no warranty whatsoever with regard to the condition of said Donated Assets;
- (e) Licensee will deliver the Donated Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments or other encumbrances of any kind;
- (f) Licensee has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of Licensee enforceable in accordance with its terms;

(g) Licensee is responsible for all liabilities and other obligations to all current employees of Station and any employees hired by Licensee up to the Closing Date. It is understood and agreed by the parties hereto that Donee will hire new employees to operate the Station for the time after the Closing Date and, Donee assumes no liabilities or obligations whatsoever for the Station's current employees, and is under no obligation to hire any such employees;

(h) As of the Closing Date, Licensee will have paid all tangible and intangible taxes and assessments, rent, water, sewer, and other utility charges or assessments relating to the Donated Assets, if any; and

(i) The warranties, representations, and covenants contained in this Section 3 shall survive Closing for a period of one (1) year.

4. **DONEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

Donee hereby covenants, represents and warrants to Licensee as follows:

(a) Donee has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Donee enforceable in accordance with its terms;

(b) Donee is now, and will be at Closing, a Virginia nonstock corporation that qualifies and is treated as a 501(c)(3) entity under the Code;

(c) Donee knows of no reason why it should not be approved to become a holder of the FCC Licenses;

(d) Prior to Closing, Donee will have inspected the Donated Assets to be conveyed pursuant to the terms of this Agreement and found each item to be in satisfactory condition and suitable for Donee's purposes;

(e) In the event that within five (5) years after the Closing Date Donee decides to transfer the Donated Assets to another entity, Donee will provide written notice to Licensee of such a decision, and subject to FCC approval, will sell and assign the Donated Assets, including its FCC Licenses, to another non-profit corporation or other entity which is qualified as a Section 501(c)(3) entity under the Code. Any transferee entity will be one which qualifies as a Section 501(c)(3) entity under the Code; and

(f) That the warranties, covenants, and representations contained in this Section 4 shall survive the Closing Date for a period of one (1) year, with the exception of Subsection 4(e), which survive for five (5) years.

5. **FCC ASSIGNMENT APPLICATION.** Both parties hereto agree to file an application with the FCC for consent to the assignment of the FCC Licenses to Donee within five (5) business days after executing this Agreement and to cooperate fully and diligently in seeking FCC's consent to assignment of the FCC Licenses from Licensee to Donee. Licensee and Donee

will equally share the cost of any FCC fee required for filing said application.

6. **CONDITIONS TO CLOSING.**

(a) The obligation of Donee to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Donee):

(i) The representations and warranties of Licensee made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement;

(ii) The covenants and agreements to be complied with and performed by Licensee at or prior to Closing shall have been complied with or performed in all material respects;

(iii) Donee shall have received a certificate dated as of the Closing Date from Licensee executed by an authorized officer of Licensee to the effect that the conditions set forth in Sections 6.1(a)(i) and (ii) have been satisfied;

(iv) Neither Donee nor Licensee shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby;

(v) The FCC consent to the assignment of the FCC Licenses to Donee pursuant to the FCC's initial order shall have been obtained;

(vi) Licensee shall have complied with its obligations set forth in Section 11; and

(vii) Closing under the Land and Tower Agreement shall occur concurrently with the Closing under this Agreement.

(b) The obligation of Licensee to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Licensee):

(i) The representations and warranties of Donee made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement;

(ii) The covenants and agreements to be complied with and performed by Donee at or prior to Closing shall have been complied with or performed in all material respects;

(iii) Licensee shall have received a certificate dated as of the Closing Date from

Donee executed by an authorized officer of Donee to the effect that the conditions set forth in Sections 6.1(b)(i) and (ii) have been satisfied;

(iv) Neither Donee nor Licensee shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby;

(v) The FCC consent to the assignment of the FCC Licenses to Donee pursuant to the FCC's initial order shall have been obtained;

(vi) Donee shall have complied with its obligations set forth in Section 11; and

(vii) Closing under the Land and Tower Agreement shall occur concurrently with the Closing under this Agreement.

(c) Donee has agreed to accept responsibility for the current Crown Castle lease associated with W278AM effective February 1, 2022, under the condition that a notice of cancellation is delivered to Crown Castle for immediate removal of the associated equipment.

(d) Donee agrees to remove equipment from the Crown Castle site at its own expense and will accept complete responsibility for the relocation of the frequency to a new site, based on its own independent engineering.

7. **CLOSING DATE.** Subject to satisfaction or waiver of the conditions set forth in Section 6 above, the closing (the "Closing" or "Closing Date") shall take place at a place and time mutually acceptable to Donee and Licensee, but in no event earlier than the date of the grant of FCC consent to the assignment of the FCC Licenses to Donee.

8. **TERMINATION.** In the event that prior to Closing, the Donated Assets are damaged or destroyed such that the Station is rendered inoperable for a period of thirty (30) days or more, or if condemnation proceedings are commenced against the Donated Assets or the land or improvements that are subject to the Land and Tower Agreement, either Party shall have the right to terminate this Agreement, exercisable by giving written notice of such decision to the other Party within ten (10) days after receiving written notice of such damage, destruction, or condemnation proceedings. Either Party shall have the right to terminate this Agreement if the Closing has not occurred within nine (9) months after the date of this Agreement, provided, however, that the purportedly terminating Party is not then in default of its obligations under this Agreement. Upon a Party's exercise of its right to terminate this Agreement in accordance with the provisions of this Section 8, neither Party shall have any further rights, duties, obligations, or liabilities under this Agreement to the other Party.

9. **STATION CONTROL.** Prior to Closing, Licensee shall have complete control over the Donated Assets and operation of the Station. Donee shall have the right to reasonable access to Station's logs and other records as to the operation of the Station prior to Closing and to inspect the Donated Assets. Upon Closing and the transfer and assignment of the Donated Assets,

as contemplated herein, the Donee shall have complete control over the Donated Assets and operation of Station.

10. **INDEMNIFICATION.**

(a) Licensee hereby agrees to indemnify, defend, save, and hold Donee harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Donee by reason of any misrepresentations by Licensee or any breach by Licensee of this Agreement or of any of Licensee's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Licensee's ownership of the Donated Assets or operation of the Station prior to the Closing Date. This Section 10(a) shall survive Closing for two (2) years.

(b) Donee hereby agrees to indemnify, defend, save, and hold Licensee harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Licensee by reason of any misrepresentations by Donee or any breach by Donee of this Agreement or of any of Donee's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Donee's ownership of the Donated Assets or operation of the Station subsequent to the Closing Date. This Section 10(b) shall survive Closing for two (2) years.

11. **CLOSING DOCUMENTS.** Licensee and Donee will at Closing execute and deliver to each other customary assignments, instruments, and other documents sufficient to grant to Donee title to the Donated Assets, free and clear of liabilities, debts, claims, assessments, liens and other encumbrances of any kind, and for Donee to assume such title to the Donated Assets.

12. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Property made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Donee: Delmarva Educational Association
3780 Will Scarlet Road
Winston-Salem, NC 27104
Attention: Nancy Epperson, President
(Email: accounting@delmarvaedu.com)

If to Licensee: Triad Family Network, Inc
1249 N Trade Street
Winston Salem, NC 27101
Attention:
(Email:)

13. **STRICT COMPLIANCE.** No failure of a Party to exercise any right or to insist upon strict compliance by the other Party with any obligations and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a Party to demand strict and exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in respect to a subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

14. **ASSIGNMENT.** Except as is provided in this Section 14 and in Section 15 of this Agreement, neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

15. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

16. **FURTHER ASSURANCES.** The Parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

17. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia, without regard, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

18. **ENTIRE AGREEMENT.** This Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Licensee and Donee with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

19. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the

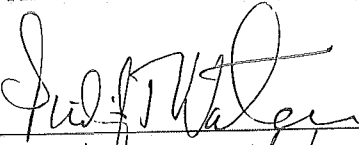
requirements for a waiver of compliance set forth in this Section 19.

20. **COUNTERPARTS**. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK--
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TRIAD FAMILY NETWORK, INC.

By: 
Name: Philip T. Watson
Title: President

DELMARVA EDUCATIONAL ASSOCIATION

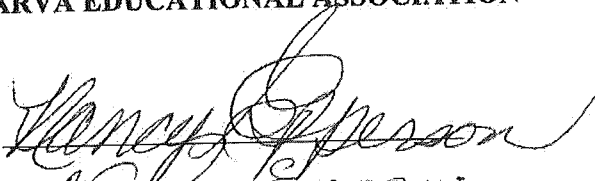
By: 
Name: Nancy Epperson
Title: President

Table of Schedules

- 1(a) FCC Licenses
- 1(b) Inventory of Equipment
- 1(c) Intangible Property

Schedule 1(a)

List of Licenses, Permits and Authorizations

Station Call Sign:	W278AM
Facility ID No.:	87023
Community of License:	Sedalia, NC
Frequency:	103.5 MHz
Most Recent Renewal File No.:	0000078606
License Expiration:	12/01/2027
Pending Construction Permit(s) File No(s).:	None
Auxiliary License(s):	None

Schedule 1.1(b)

Inventory of Equipment

Schedule 1(c)

Intangible Property